

USE THIS AGREEMENT for Volunteer Services only. **DO NOT USE THIS AGREEMENT for** any services which will be paid for by the District.

San Jose - Evergreen Community College District <u>VOLUNTEER</u> WAIVER OF LIABILITY, UMPTION OF RISK, AND INDEMNITY AGREEMENT

Thi Co	is Agreement entered into thismmunity College District, hereinafte	San Jose City Coll day of er referred to as	ege Work For the "DISTRICT", a	rce Institute District Office s made between the San Jose-Evergreen nd the following named individual, after referred to as the "INDIVIDUAL".
1.	INDIVIDUAL'S INFORMATION:			
	Name			· · · · · · · · · · · · · · · · · · ·
				Zip
	Phone			
2.	VOLUNTEER SERVICES:			
3.	DATES OF VOLUNTEER SERVICE	CES:		
5.	 INDEMNIFICATION AND HOLD HARMLESS: INDIVIDUAL shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of INDIVIDUAL'S performance of the work contemplated by this Agreement. INDIVIDUAL further releases any and all claims against the DISTRICT arising from any injury INDIVIDUAL suffers which was caused by any condition of the property in or about the area in which work is to be performed and agrees to be solely responsible for any such injury or damage. Acceptance of this Agreement constitutes that the INDIVIDUAL is not covered under the DISTRICT'S general liability insurance, employee benefits or worker's compensation. It further establishes that the INDIVIDUAL shall be fully responsible for such coverage. CONFIDENTIALITY: In performing his/her duties hereunder the INDIVIDUAL may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision of conveyance or disclosure to INDIVIDUAL of student record information in violation of section 1232g or of any similar state law. INDIVIDUAL agrees that if in the performance of his/her duties he/she does obtain such access he/she shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and to avoid such removal, us or disclosure, whether intentional or inadvertent, of such records and information. SIGNATURES: 			
	knowledge true and correct statement		ereby certify that all o	of the above items are to the best of their
	INDIVIDUAL By:		Data	:
	By:Signature			•
	Name (please print) SAN JOSE EVERGREEN COMMU			o:
	Signature			
	Name (please print)		Title	

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